

bp Fuelcard & n3 Supercars Campaign – Taupō Super400 2024

Terms and Conditions

Promoter	BP Oil New Zealand Limited NZBN 9429040962658 of level 2, 105 Carlton Gore Road, Newmarket, Auckland New Zealand 1023.
Period	12:01am (NZST) on 01/02/2024 to 11:59:59pm (NZST) on 31/03/2024.
Qualifying Action:	The promotion will run for completed bp Fuelcard applications submitted to n3 by eligible n3 members during the promotion period.
Who can enter?	<p>Only New Zealand residents who:</p> <ul style="list-style-type: none"> (a) are n3 members (b) aged 18 or over; (c) can travel to Taupō, New Zealand to take the prize on the Supercars Event Dates (set out below); (d) submit a completed bp Fuelcard application; and (e) are directly invited by the Promoter to enter via a campaign email sent from n3 <p>Membership of bp Fuelcard is subject to the terms and conditions which apply to the bp Fuelcard Membership program available at https://www.bp.com/content/dam/bp/country-sites/en_nz/new-zealand/home/documents/bp-fuelcard/bp-fuelcard-terms-and-conditions.pdf as amended from time to time.</p>
Who can't enter?	<p>Directors, officers, management and employees (and their immediate families) of:</p> <ul style="list-style-type: none"> a) BP OIL New Zealand limited; b) any companies or Commonwealth, State, Territory or local government agencies where the rules or guidelines applicable to such company or agency prohibit receipt of a prize; and the agencies, companies or participating premises associated with this competition.
How many winners will there be and how will they be chosen:	<p>There will be five winners determined in respect of this promotion.</p> <p>The draw will be held at 2pm (NZST) on 01/04/2024 at n3, Level 2, 14 Maidstone Street Grey Lynn, Auckland.</p> <p>The first five valid entries drawn randomly from the entries received during the Promotion Period will each win a prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p>
Supercars Event Dates:	19/04/2024 – 21/04/2024 (inclusive).
What can I win:	<p>There are five prizes available. Each prize consists of two 3-day Trackside General Admission Passes to the ITM Taupō Super400.</p> <p>Prizes are subject to any pandemic, travel/government restrictions/directives, border closures, health advice and the like.</p> <p>For the avoidance of doubt, travel to and from the event is not included. Each winner and companion must make their own way to and from the event at their own cost.</p> <p>By accepting or participating in the major prize, your companion accepts these Terms and Conditions.</p>

Total Prize Pool:	The total prize pool is \$1,400.
How many times can I enter:	You can enter once.
Unclaimed prize:	<p>Prize claim date: 7pm (NZST) on 08/04/2024.</p> <p>Unclaimed prize determination: 2pm (NZST) on 09/04/2024 at the same location as the original draw.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value. Any winners will be informed by phone and in writing by email within two business days of determination.</p>
Collection and use of your personal information	<p>The Promoter collects personal information about you/your companion in order to conduct and manage the promotion. If the personal information requested is not provided, you/they may not be able to participate.</p> <p>Where the Promoter holds personal information about you that it has collected from different sources, the Promoter may combine this personal information into a single record or collection of linked records.</p> <p>The Promoter's Privacy Policy (available at https://www.bp.com/en_nz/new-zealand/home/privacy-statement.html) states:</p> <p>(a) how you/your companion can seek access to the personal information the Promoter holds and seek the correction of such information; and</p> <p>(b) how you/your companion can complain about a breach of privacy and how the Promoter will deal with such a complaint.</p> <p>Additional purposes: In addition to the purposes stated in the Privacy Policy, the Promoter may also use your personal information to help improve its goods and services.</p> <p>Additional uses: In addition to the uses outlined in the Privacy Policy, the Promoter may share your personal information with the Promoter's franchised dealers, related companies, agents, contractors or promotional partners for the purpose of conducting and managing the promotion.</p> <p>Overseas disclosures: Your personal information may be disclosed to overseas locations such as New Zealand, the USA, the UK, Malaysia, the Philippines and India where your personal information may not be protected in a way that, overall, provides comparable safeguards to New Zealand privacy laws.</p> <p>By entering and providing personal information, you consent to the use of your personal information in this manner.</p>

1. These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

2. Your entry must be received during the relevant Entry Period and will be deemed to be received only when received by the Promoter. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

3. Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including any terms and conditions imposed by organisers or owners of the Supercars event, conditions of entry into any event venues (including behaviour requirements, safety requirements and applicable dress codes) and conditions of ticket validity and any restrictions on ticket on-sale or transfer.
4. You/your companion are responsible for all other unspecified costs related to a prize. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to any event location. The winners must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
5. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
6. The Promoter accepts no responsibility if one or more of the events or activities awarded as part of a prize are abandoned, called off or postponed for any reason. In that case you/your companion forfeit your entitlement to that event/activity.

General

7. Any failure by you or your companion to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
8. You/your companion must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or your companion do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
9. If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant dates, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
10. You must not:
 - a. tamper with the entry process;
 - b. engage in any conduct that may jeopardise the fair and proper conduct of the promotion;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this promotion;
 - e. breach any law; or
 - f. behave in a way that is otherwise inappropriate.
11. You are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this promotion by, you or your companion if they breach these conditions, whether or not they are legally bound by them.
12. If you or your companion, in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion) from participating in any elements of the prize, at its discretion.
13. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.

14. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this promotion is final.
15. Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the relevant gaming authorities.
16. If this promotion cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the promotion or disqualify affected entries/entrants, subject to any necessary approval by the relevant gaming authorities. Where it is practical for it to do so, the Promoter will notify you of such changes.
17. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice.

Liability

18. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the New Zealand Consumer Guarantees Act 1993 (**Non-Excludable Guarantees**).
19. Except for any liability that cannot be excluded by law (in which case that liability is limited to the greatest extent allowed by law), including liability under the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) the agencies and companies associated with this promotion excludes all liability (including in negligence) for any personal injury, illness or death, or any loss, expense or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and promotion or any prize, including without limitation:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third party interference;
 - c. any entry or prize claim that is late, lost, altered, damaged, or misdirected due to any reason beyond the reasonable control of the Promoter;
 - d. any variation of the prize value to that stated in these Terms and Conditions;
 - e. any tax liability incurred by a winner or entrant; and
 - f. use of, or participation in, a prize by any person.
20. Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this promotion are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in New Zealand.